



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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March 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
AND COMMUNITY PARTNERS, INC.
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services (Director), or his designee, to sign a Memorandum of Understanding (MOU) between the County of Los Angeles Department of Health Services (DHS or Department) and Community Partners, Inc. (Community Partners), the fiscal agent for the Violence Prevention Coalition of Greater Los Angeles (VPC), to define their relationship and to outline the respective duties and responsibilities of DHS' Injury and Violence Prevention Program (IVPP) and VPC, effective upon date of the Director's approval through June 30, 2005, with provision for a three-year automatic renewal, effective July 1, 2005 through June 30, 2008, at no cost to County.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the MOU is to define the relationship between DHS' IVPP and VPC, a project of Community Partners. The MOU also outlines the respective duties and responsibilities of IVPP and VPC in their collaborative work to facilitate the creation and implementation of injury and violence prevention programs in the County of Los Angeles. Community Partners is a non-profit organization and serves as the fiscal agent for the VPC.

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Board approval of the requested action will enable the IVPP to continue its relationship with VPC for community outreach activities and to implement effective injury and violence prevention program strategies in Los Angeles County.

FISCAL IMPACT/FINANCING:

There are no additional net County costs associated with this action. The County provides in-kind services to the VPC only. The VPC utilizes the resources of the IVPP workspace, facsimile machines, copiers, and computers for a maximum of three VPC staff members.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1990, the Department has received a grant from the State Office of Traffic and Safety to create and implement public health-based violence and injury prevention programs in Los Angeles County.

In 1991, the VPC was formed as a group of government, academic, health care, and community-based organizations to develop public health violence prevention strategies for local residents. The VPC currently uses Community Partners, a non-profit 501(c)(3) organization, as its fiscal intermediary. The VPC is funded through grants, public donations and community fundraisers.

Three Community Partners employees that staff VPC are housed at DHS' IVPP location and conduct all VPC activities and business from that site. Neither the VPC nor Community Partners provide reimbursement to the County for the use of the office space or equipment. DHS' IVPP considers the VPC to be the community outreach section of the IVPP and the VPC and IVPP have worked closely to develop a collaborative relationship to facilitate the implementation of injury and violence prevention programs.

As a result of a program audit in March 2003, the DHS Audit and Compliance Division requested the Department to clarify the existing arrangement between IVPP and VPC and to define the roles and responsibilities of each entity in the delivery of program services. This action responds to the Audit and Compliance Division request by clarifying the respective roles and responsibilities of IVPP and VPC through the MOU.

County Counsel has reviewed and approved Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

N/A.

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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the MOU will clarify the respective roles and responsibilities of the IVPP and VPC, ensure the continued quality of injury and violence prevention programs service delivery, and comply with the Department's audit recommendation.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kh

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC3040:KH

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Injury and violence prevention programs for Los Angeles County.

2. AGENCIES/ CONTACT PERSONS:

1) Janet V. Elliott, Chief Financial Officer
Community Partners, Inc.
606 South Olive Street, Suite 2400
Los Angeles, California 90014
Telephone: (213) 439-9650, Ext. 16 Facsimile: (213) 439-9650
e-mail address: www.JElliott@communitypartners.org

2) Billie Weiss, Director IVPP
Injury and Violence Prevention Program
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Telephone: (213) 351-7842 Facsimile: (213) 351-2713
e-mail address: www.bweiss@dhs.la.ca.us

3. TERM OF MEMORANDUM OF UNDERSTANDING:

Effective upon date of the Director's approval through June 30, 2005, with provision for a three-year automatic renewal, effective July 1, 2005 through June 30, 2008.

4. FINANCIAL INFORMATION:

There are no additional net County cost associated with this action. The County provides in-kind services to the VPC only. The VPC utilizes the resources of the IVPP workspace, facsimile machines, copiers, and computers for a maximum of three VPC staff members.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

John Schunhoff, Ph.D., Chief of Operations, Public Health

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Irene Riley, Chief

County Counsel (approval as to form): Robert E. Ragland, Senior Deputy County Counsel

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
AND COMMUNITY PARTNERS

This Memorandum of Understanding (MOU) between the County of Los Angeles Department of Health Services (DHS) and Community Partners, Inc. (Community Partners) defines the relationship between DHS' Injury and Violence Prevention Program (IVPP) and the Violence Prevention Coalition (VPC), a project of Community Partners. This MOU also outlines the respective duties and responsibilities of IVPP and VPC in their collaborative work to facilitate the creation and implementation of injury and violence prevention programs within the County of Los Angeles.

WHEREAS, DHS, pursuant to a grant from the State of California in approximately 1990, instituted IVPP within its Public Health Division, for the purpose of creating and implementing public health based violence and injury prevention programs;

WHEREAS, VPC was formed in approximately 1991, as a group of government, academic, health care, and community based organizations, that met to develop a public health violence prevention strategy, and VPC currently uses Community Partners, which is a non-profit 501(c)(3) organization, as its fiscal sponsor;

WHEREAS, VPC staff currently consists of one full-time Executive Director, one full-time Associate Director, and one part-time worker who are employees of Community Partners;

WHEREAS, Community Partners conducts all VPC activities and business within the DHS IVPP office space leased by the County of Los Angeles at 3530 Wilshire Boulevard, Suite 800, Los Angeles, California;

WHEREAS, DHS' IVPP considers VPC to be the community outreach section of IVPP, and VPC and IVPP work collaboratively to facilitate the creation and implementation of injury and violence prevention programs;

NOW THEREFORE, the parties hereto agree as follows:

1. This MOU shall commence upon the DHS Director's approval and shall continue in full force and effect until June 30, 2005. This MOU shall thereafter be automatically renewed for three (3) additional twelve (12) month periods until June 30, 2008. In any event, this MOU may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

2. In exchange for the use of DHS IVPP office space, which includes, but is not limited to, the use of cubicles, conference rooms, telephones, facsimile machines, copiers, supplies, computers, without reimbursement to DHS, Community Partners agrees that its VPC personnel will continue to provide community outreach services and work in collaboration with IVPP to facilitate the creation and implementation of injury and violence prevention programs.
3. Community Partners, through its VPC program personnel, agrees to continuously assist IVPP with community outreach and programmatic efforts through various means, including but not limited to media, policy and community education, program evaluation, training, youth activities, and grant writing that benefit the goals of both IVPP and VPC. In exchange for these services, DHS will provide Community Partners' VPC program personnel with its current level of appropriated work space, use of telephones, facsimile machines, copy machines, and computers. The current level of VPC use of space and business equipment is three cubicles, three desktop computers and printers, access to network printers, telephones, fax machines, and photocopy machines. No more than three VPC program personnel may be assigned to work at the DHS IVPP office space without the prior written consent of DHS.
4. All employees of Community Partners shall be subject to Community Partners' Personnel Policies and Procedures.
5. During the time that Community Partners' VPC personnel are at any DHS facility, such persons shall be subject to the rules and regulations of such facility. The Director's Administrator at each facility served hereunder shall furnish a copy of its rules and regulations to Community Partners prior to execution of this MOU and, during the term of the MOU, shall furnish Community Partners with any changes as may be adopted.
6. Disputes, if any, regarding the MOU shall be referred to the DHS and Community Partners' designees identified in this MOU. DHS rules and regulations shall take precedence in dispute resolution, except in those instances where actions/behaviors are governed by California law.
7. Community Partners shall indemnify, defend, and hold harmless the County of Los Angeles and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Community Partners' or Community Partners' VPC program personnel's acts and/or omissions under this MOU. This duty to indemnify shall not extend to such losses, actions or damages arising out of or caused solely by the negligence of DHS or the County.

General Insurance Requirements:

- (1) Without limiting Community Partner's indemnification of County and during the term of this MOU, Community Partners shall provide and maintain the following programs of insurance specified in this MOU. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Community Partners's own expense.
- (2) Certificate(s) or other evidence of coverage, and a copy of the additional insured endorsement to Community Partners's commercial general liability policy, adding the County of Los Angeles as an additional insured, shall be delivered to DHS prior to execution of this MOU. County shall be given written notice by mail at least thirty (30) days advance of cancellation for all policies evidenced on the certificate of insurance.
- (3) Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- (4) Failure by Community Partners to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach upon which County may immediately terminate or suspend this MOU.

8. **Insurance Coverage Requirements:**

1. **General Liability** insurance (written on ISO policy form GG 00 01 or its equivalent), and naming County as an additional insured, with limits of not less than the following:

| | |
|---|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

2. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Community Partners is responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

9. DHS and Community Partners agree to amend this MOU as needed to accommodate new and more specific needs that may arise regarding in community outreach efforts, the use of County of Los Angeles office space and equipment or any other material aspect of

the relationship between the parties. The amendment shall be in writing and be executed in the same manner as this MOU.

10. Community Partners shall not assign its rights or delegate its duties under this MOU. Any assignment or delegation shall be null and void.
11. This MOU is by and between DHS and Community Partners and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between DHS and Community Partners. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.
12. Any and all notices required to be given under this MOU by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The DHS Director shall have the authority to issue all notices which are required or permitted by DHS hereunder.

Addresses and persons to be notified may be changed by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to DHS shall be addressed as follows:

- 1) John Schunhoff, Ph.D.
Chief Operations Public Health
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012
- 2) Billie P. Weiss, MPH
Director, IVPP
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Notices to Community Partners shall be addressed as follows:

- 1) Janet V. Elliott, Chief Financial Officer
Community Partners⁷
606 S. Olive Street, Suite. 2400
Los Angeles, California 90014

We the undersigned, as authorized representatives of the Department of Health Services and Community Partners, approve this collaborative plan for facilitating the community outreach violence prevention efforts, to take effect upon the date both parties sign this agreement if signed on the same day, or upon the date of the last signature, if signed on different days.

COUNTY OF LOS ANGELES

COMMUNITY PARTNERS, INC.

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer
Department of Health Services

By _____

Title _____

Date _____

By _____

Title Chief of Operations, Public Health

Date _____

APPROVED AS TO FORM:
County Counsel

By _____

Robert Ragland
Deputy County Counsel

HOA.CD3040RR.kh
3/16/04 (revised)